

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-11P-LVA12726
ADDRESS OF PREMISES Four Skyline Place 5113 Leesburg Pike Falls Church, VA 22041-3204	

THIS AMENDMENT is made and entered into between **CESC Skyline LLC**

whose address is: c/o Vornado/Charles E. Smith L.P.
2345 Crystal Drive, Suite 1100
Arlington, VA 22202-4801

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, located at 5113 Leesburg Pike, Falls Church, VA 22041-3204.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, to de-amortize the tenant improvement allowance (TIA) and the Building Specific Amortized Capital (BSAC), **effective May 24, 2016** as follows:

1. Authorized TIA associated with this lease is (b) (4). To date, the Government has no desire to use any TIA for the 6th floor and the entire remaining unused balance of (b) (4) is no longer needed. Thus, in accordance with, Section 1.08 of this Lease (GSA form L201C), the Government shall exercise its right to reduce the annual rent as set forth in paragraph 1.03.
2. Authorized BSAC associated with this lease is (b) (4). To date, the Government has no desire to use any BSAC for the 6th floor and the entire remaining unused balance of (b) (4) is no longer needed. Thus, in accordance with, Section 1.12(a), the Government is exercising its rights to return to the lessor any unused portion of the BSAC.
3. The new annual rent is \$798,665.00. The monthly rent shall be \$66,555.42 per month in arrears, subject to adjustments for free rent, taxes and operating expenses, until the end of the Firm Term of the lease. Paragraph 1.03 is amended as follows:

Continues in next page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
Name: Mitchell N. Schear
Title: Executive Vice President
Entity Name: CESC Skyline LLC
Date: 5/5/16

FOR THE GOVERNMENT:

(b) (6)
Name: Michelle Pindell James Somers
Title: Lease Contracting Officer
General Services Administration, Public Building Service
Date: 5/20/16

WITNESSED FOR THE LESSOR BY:

(b) (6)
Name: Emily Castleberry
Title: Manager, Executive Office
Entity Name: Vornado/Charles E. Smith, L.P.

	Initial Five Year term
	Annual Rent
Shell Rent ¹	\$586,170.20
Tenant Improvements rent ²	(b) (4)
Operating Costs ³	
Building Specific Amortized Capital (BSAC) ⁴	
Total Annual Rent	\$791,945.00
Parking ⁵	\$6,720.00
Total Annual Rent with Parking	\$798,665.00

4. Rent Concessions - Section 1.04.a of the Lease is hereby amended to read as follows: For Suite 600 (30,356 BRSF / 26,180 ABOA), the Government shall be entitled to 6 (six) months of free rent in the amount of (b) (4), to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable.
5. This document shall not constitute a payment obligation until the date of its execution by the United States.
6. In the case of any conflict between this LA and any other provision of the Lease and its attachments, this LA shall govern.
7. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:


LESSOR

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GOV'T